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BP 510 MADISON AVE LLC,

Landlord,

TO

WORLD GOLD TRUST SERVICES LLC,

Tenant

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Premises at:

510 Madison Avenue  
New York, New York

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ARTICLE 13ASSIGNMENT, SUBLETTING, MORTGAGING13.1 LANDLORD'S CONSENT REQUIRED.

(a) Except as specifically permitted by this Article, Tenant shall not, by operation of law or otherwise, assign, mortgage or encumber this Lease, or sublet or permit the Premises or any part thereof to be used by others. If and so long as Tenant is a corporation with fewer than five hundred (500) shareholders or a limited liability company or a partnership, an assignment, within the meaning of this Article 13, shall be deemed to include one or more sales or transfers of stock or membership or partnership interests, by operation of law or otherwise, or the issuance of new stock or membership or partnership interests, by which an aggregate of more than fifty percent (50%) of Tenant's stock or membership or partnership interests shall be vested in a party or parties who are not stockholders or members or partners as of the date hereof. For the purpose of this Section 13.1, ownership of stock or membership or partnership interests shall be determined in accordance with the principles set forth in Section 544 of the Internal Revenue Code of 1986, as amended from time to time, or the corresponding provisions of any subsequent law. In addition, the merger or consolidation of Tenant into or with any other entity, or the sale of all or substantially all of its assets, shall be deemed to be an assignment within the meaning of this Article 13. The limitations set forth in this Section 13.1(a) shall be deemed to apply to subtenant(s), assignee(s) and guarantor(s) of this Lease.

(b) Anything in the foregoing Section 13.1(a) to the contrary notwithstanding, an assignment of this Lease or a subletting of the Premises to an entity which controls or is controlled by Tenant or is under common control with Tenant (an "Affiliate") which does not result in a physical demise of separate space, shall not require Landlord's consent under this Article 13; provided that: (i) a copy of any applicable instrument of assignment or sublease shall have been delivered to Landlord at least ten (10) days prior to the effective date of any such transaction, (ii) the successor to Tenant agrees directly with Landlord, by written instrument in form reasonably satisfactory to Landlord, to be bound by all the obligations of Tenant hereunder, (iii) in no event shall Tenant be released from its obligations under this Lease, (iv) any such transfer or transaction is for a legitimate, regular business purpose of Tenant other than a transfer of Tenant's interest in this Lease, (v) the Affiliate of Tenant shall be in the reasonable opinion of Landlord of good reputation and engaged in a business or activity which is in keeping with the standards of the Building and (vi) the provisions of Section 13.5(b), (c), (h), (i), (k), (l), (m) and (n) and Section 13.7 hereof shall be satisfied. If any Affiliate to whom Tenant shall have assigned this Lease or sublet all or any portion of the Premises shall thereafter cease to be an Affiliate of Tenant, then the continuation of such entity's tenancy or occupancy shall be subject to Landlord's consent pursuant to this Article 13.

(c) Anything in the foregoing Section 13.1(a) to the contrary notwithstanding, (i) transactions with an entity into or with which Tenant is merged or consolidated or (ii) transactions with an entity to which all or substantially all of Tenant's assets (including this Lease) or stock are transferred as a going concern shall not require Landlord's consent under this Article 13; provided that: (A) the successor to Tenant has a tangible net worth computed in accordance with GAAP at least equal to the greater of (y) the tangible net worth of Tenant